

Exhibit A

International Association of Conference Center Requirements

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INTERNATIONAL ASSOCIATION OF CONFERENCE CENTERS NORTH AMERICA

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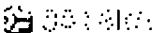
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**About IACC**

IACC periodically reviews the following Universal Membership Criteria to ensure that they reflect the current best practices of the conference center industry. Contact the IACC office at (314) 993-8575 or [by e-mail](#) with questions or for updated information. All active members of the **International Association of Conference Centers** must meet the following criteria for membership:

Priority of Business

1. A minimum of 60% (based on net area) of meeting space in the conference center is dedicated, single-purpose conference space.
2. Dedicated conference rooms are separated from living and leisure areas.
3. Conference rooms available to clients on a 24-hour basis for storage of materials.
4. The name of an *ancillary* conference center (where the conference center approved by IACC is part of a larger hospitality complex, resort or convention hotel) clearly identifies the conference center and differentiates the conference center from the remainder of the complex.
5. A minimum of 60% of total revenue from guest rooms, meeting space, food & beverage, audio/visual and conference services is conference related. (If conference center is *non-residential* or *ancillary* to a resort or convention hotel, 70% of total sales of the conference center is generated from conferences).
6. Conference center offers and promotes a package plan which includes conference rooms, guest rooms, three meals, continuous refreshment service, conference services and basic A/V. (Non-residential package includes conference rooms, lunch, continuous refreshment service, conference services and basic A/V.)
7. Average group size -- 75 people or less.

Conference Room Design**8. UPDATED JANUARY 17, 2002!**

Conference center has sufficient inventory so that at least 60% of all meeting space within the conference center can be set up using ergonomically designed chairs that have arms and that swivel and tilt synchronously and that allow height adjustment. Chairs shall have a rounded or waterfall edge on the front of the seat pan. Chairs shall have a minimum width of 18 inches; a depth of 16-17 inches for chairs with non-adjustable seat pans; and seat height within the range of 15 1/2 to 20 1/2 inches. The seat and inside back of the chair shall be fully upholstered or constructed of ballistic (or) or like material. The arms and outside back of the chair may be

universal criteria

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Pellicle(r) or like material. The arms and outside back of the chair may be fully upholstered or constructed of ABS molded plastic, Pellicle(r) or Pellicle-like material. The base of the chair shall be of five-prong design with casters.

9. UPDATED JANUARY 17, 2002!

Conference center has sufficient inventory so that at least 60% of all meeting space within the conference center can be set up using tables that are at least 24 inches wide and that have a non-reflective, hard writing surface with a high-pressure laminate or hardwood veneer finish. Tables shall be of sufficient length to allow at least 30 inches of space per occupant. The edge of the table shall be comprised of a high-pressure laminate finish or a decorative edge banding material that is constructed of vinyl or wood products. Tables shall have a reverse "T" style leg mechanism or its equivalent with offset legs that are permanently affixed or that fold, and that do not impinge upon the tables' occupants. (Draped, skirted banquet tables are not acceptable.)

10. Controllable level of lighting (50-70 foot candles at tabletop).

11. Climate-controlled conference rooms; conference rooms built after 1993 should have *individual* climate controls.

12. Wall surfaces suitable for tacking or other mounting of flip chart-type sheets.

13. Acoustical rating for sound transmission through all walls of conference rooms meets or exceeds 55-65 STC (Sound Transmission Class) for all fixed walls and 50-55 STC for all operable walls.

14. Ambient sound levels within all conference rooms range from 25-35 NC (Background Noise Criteria) or less, and Reverberation Time (RT) falls between 0.8 and 1.2 seconds at mid-frequencies.

15. Amplified sound is available for all conference rooms over 1000 square feet.

16. Each conference room has one in-room telephone outlet and adequate electrical outlets throughout the room.

17. Conference rooms have unobstructed interior views.

Conference and Business Services

18. Staffed with skilled conference planners who can provide customized services that enable the client to meet the objectives of the meeting.

19. Conference planners are thoroughly proficient in providing effective meeting room setups, menu and special event planning, A/V equipment and services, and other special needs of the client.

20. If conference center is *ancillary* to a resort or convention hotel, it must have a separate, dedicated conference services department which does not also serve the overall complex.

21. A dedicated conference planner is assigned to each conference room.

21. A designated conference planner is assigned to each conference group.
22. The conference center offers staffed business services from a central location.

Food & Beverage

23. Separate dining and conference facilities, with at least one dining area available specifically for the convenience of conference groups.
24. Dining facilities designed to accommodate groups on a flexible meeting schedule (at convenience of group), at least for breakfast and lunch.
25. Conference center offers continuous refreshment service outside of meeting rooms unless requested otherwise by the client.
26. Minimum number of dining seats to accommodate the capacity of the conference facility for lunch in two seatings of one hour each.

Technology

27. On-site standard A/V included as part of the conference package, typically: overhead projectors, flip charts, 35mm slide projectors, microphones and video playback equipment.
28. Skilled technicians proficient in providing creative program consultation; equipment setup, operation and instruction; and immediate response to service needs.

Guest Rooms

(Not applicable to non-residential centers)

29. Guest rooms include adequate work station(s) for the occupant(s), adequate reading/work lighting and comfortable seating.
30. Guest rooms are separated from conference and leisure areas to allow maximum privacy and comfort.

- **Additional Recommended Guidelines**

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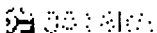
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**About IACC****Recommended Guidelines**

[back to Universal Criteria](#)

The Board of Directors encourages IACC members to meet an even higher level of standards than that required by the Universal Criteria and to sharpen the points of differentiation between IACC conference centers and other types of hospitality operations.

In time, the Board expects to endorse a series of Recommended Guidelines in areas ranging from technology to service. These guidelines are not required for membership, but IACC strongly recommends that members integrate them into their long-term planning.

If you have any questions about the guideline(s) below or the Recommended Guidelines initiative, [contact the IACC Office](#) (by e-mail) or by telephone (314) 993-8575.

1. TECHNOLOGY AND THE CMP

The first Recommended Guideline concerns the availability of current technology and its inclusion as part of the Complete Meeting Package.

- All IACC conference centers should offer the most up-to-date audio/visual presentation equipment to their clients and continually ensure that it is maintained in "first class" condition.
- All standard presentation equipment required by clients in their main conference room should be included in the Complete Meeting Package. As technology changes, the Complete Meeting Package should be updated to ensure that routinely requested equipment is included in the package. Today, computer image projection equipment should be part of a Complete Meeting Package (CMP).
- Every conference center should facilitate guest use of laptop computers. This includes having printers conveniently available for guest use. Dataports should be available in guest rooms via a second telephone line.
- Member conference centers are encouraged to provide Internet connection in all conference rooms, as well as other designated public areas and guest rooms.

2. BUSINESS SERVICES

According to the Universal Criteria, every IACC-member conference center must offer staffed business services from a central location. The second Recommended Guideline provides details to guide members in implementing this criterion.

Based on conferee needs, business services should operate at least from one-half hour prior to the beginning of the first meeting of the day until one-half hour after

recommended guidelines

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hour prior to the beginning of the first meeting of the day until one-half hour after the final meeting adjourns. During times when the business services location is closed, guests should be directed to other conference center staff for their business services needs.

IACC-member conference centers should provide at least the following business services:

- Basic office supplies (e.g., paper clips, tacks, pens/pencils, tape, scissors, etc.)
- Computer work stations with current software applications
- Message/fax notification and delivery system
- Limited personal computer printing services
- Paper shredder
- Word processing services
- Photocopying services
- Facsimile services
- Computer printing services
- Laptop/notebook computer rental
- Computer diskettes
- Audio and/or video cassette tapes
- Internet access
- Shipping supplies and services, including postage metering and express shipping
- Name tag and tent card paper stock

Other optional supplies and services:

- Binding supplies and services
- Color transparencies
- Cellular phone rental
- Digital camera rental
- Flip chart enlargement/reduction
- Laser pointer
- Foam core board and lamination services
- Signage production and other graphic arts services
- PC or digital nametag printer

3. ADDED JANUARY 17, 2002!

EMERGENCY PROCEDURES

IACC recommends that every member conference center have a written Emergency Procedures Plan.

4. ADDED JANUARY 17, 2002!

CHAIRS

According to the Universal Criteria, every IACC-member conference center must have sufficient inventory so that at least 60% of all meeting space within the conference center can be set up using ergonomically designed chairs that swivel and tilt and that meet certain other standards as outlined in the criterion.

IACC is committed to providing the highest quality of service to its members.

IACC also *recommends* that members keep the following standards in mind when purchasing new conference chairs:

- The reclining action of the chair should not lift users' feet off the floor.
- Chair should provide lumbar support between 6-10 inches off the seat pan.
- Backrest height should ideally be 17 inches (but no less than 12 ½ inches).
- Backrest width should be at least 14 inches.
- The height of armrests should be between 8 and 10 inches, or adjustable within this range.
- Distance between armrests should be at least 18 inches.
- Seat pan angle should be within the range of 0 degrees horizontal to 4 degrees rearward.

5. ADDED JANUARY 17, 2002!
EXTENT OF PACKAGING

According to the Universal Criteria, every IACC-member conference center must offer and promote a package plan that includes conference rooms, guest rooms, three meals, continuous refreshment service, conference services and basic A/V. (Non-residential package includes conference rooms, lunch, continuous refreshment service, conference services and basic A/V.)

IACC *recommends* that members package all conference business.

6. ADDED JANUARY 17, 2002!
COMPLIANCE WITH NEW CRITERIA

IACC's role is to constantly monitor the quality of all member conference centers. Through this process, IACC continually reviews and strengthens the Universal Criteria to ensure an optimal conference experience at all member properties.

IACC recommends that members carefully review all changes to the Universal Criteria and work aggressively toward compliance.

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Exhibit B

Booking Policy

(to be attached upon approval of all parties)

Exhibit C

Room Blocking Policy

(to be attached upon approval of all parties)

Exhibit C-1

Room Blocking Policy – Guest Room Rate Schedule

(to be attached upon approval of all parties)

Exhibit D

Hotel Facility Prohibited Uses

EXHIBIT D

Hotel Prohibited Uses. Developer acknowledges that the Hotel Permitted Uses are subject to all Governmental Rules and that nothing in this Project Agreement shall constitute or be deemed to constitute a waiver by the City of the performance of its Governmental Functions or of any Governmental Rules or of the duty of Developer to comply with such Governmental Rules. Developer agrees that it shall not use or permit the use of, the Site or Hotel Project (collectively, the "Hotel Prohibited Uses"):

7.3.0.1 To cause or permit obnoxious or offensive odors or fumes to emanate or be dispelled from the Site or the Hotel Project;

7.3.0.2 To cause or permit undue accumulations of garbage, trash, rubbish or any other refuse in, on or about the Site or the Hotel Project;

7.3.0.3 To create, cause, maintain or permit any public or private nuisance in, on or about the Site or the Hotel Project;

7.3.0.4 For any unlawful purpose;

7.3.0.5 Or allow any Person to operate in, on or about the Site any store or other facility which is a "sexually oriented business", Asexually oriented enterprise@ or Aadult entertainment@ facility as such terms are defined in the City Codes in effect from time to time during the Term, or similar business;

7.3.0.6 For the sale or display of any lewd, offensive or immoral sign or advertisement, including any sign or advertisement that promotes lewd, offensive or immoral activities, including sexually immoral activities;

7.3.0.7 No more than three units occupied as a place of permanent residence by any Person or as an extended stay hotel, or as an apartment complex, dormitory, or for any condominium or time share purposes;

7.3.0.8 For the sale of paraphernalia or other equipment or apparatus which is used primarily in connection with the taking or use of illegal drugs (or their equivalent);

7.3.0.9 For the public or private sale of guns and other weapons, ammunition, explosives or fireworks;

7.3.0.10 For gun shows, animal shows, tatoo shows or as a shooting gallery, target range, vehicle repair facility, car wash facility, warehouse (but any area for the storage of goods intended to be sold at any permitted retail establishment within the Hotel Project shall not be deemed to be a warehouse), convalescent care facility or mortuary, or use or permit it to be used for any assembly, manufacture, distillation, refining, smelting or other industrial or commercial or agricultural operation or use;

7.3.0.11 Other than portions inside the Hotel, for storage;

7.3.0.12 In a manner which breaches the insurance covenants in Section 13 or which would make it impossible to obtain any required insurance at commercially feasible rates;

7.3.0.13 To engage in (or permit any subtenant or space tenants or other occupant of the Site to engage in) activities that either (i) unreasonably interfere with the use or occupancy of the Conference Center Project or (ii) create dust, noise, traffic hazards or other effects that unreasonably disturb the use and enjoyment of the Conference Center Project by the City, its guests, invitees or patrons or the general public;

7.3.0.14 To generate, manufacture, produce, store, treat or dispose of Contaminated Materials (other than the use, storage and disposal of Contaminated Materials customarily used, stored and/or disposed of in the operation and/or cleaning of conference centers and hotels, so long as such Contaminated Materials are used, stored and disposed of in compliance with all applicable Governmental Rules);

7.3.0.15 In a manner that would in any way give any Governmental Authority legal grounds to revoke any license, permit or certificate affecting the Site or the Hotel Project; and

7.3.0.16 In a manner that would cause the Site or Hotel Project to be partially or completely exempt from any taxes (including, but not limited to ad valorem, sales, or income taxes) which are directly or indirectly received by the City, Brazos County or the Bryan Independent School District or an affiliate thereof.

The provisions of this Section 7.3 shall inure to the benefit of, and be enforceable by the City and its successors and assigns. No other Person, including any transient guest or patron of the Site or Hotel Project shall have any right to enforce the prohibitions as to the Hotel Prohibited Uses.

Exhibit D-1

Conference Center Facility Prohibited Uses

EXHIBIT D-1

8.3 Conference Center Prohibited Uses. City shall not use, or permit the use of, the Site or Conference Center Project (collectively, the "Conference Center Prohibited Uses":

8.3.0.1 To cause or permit obnoxious or offensive odors or fumes to emanate or be dispelled from the Site or the Conference Center Project;

8.3.0.2 To cause or permit undue accumulations of garbage, trash, rubbish or any other refuse in, on or about the Site or the Conference Center Project;

8.3.0.3 To create, cause, maintain or permit any public or private nuisance in, on or about the Site or the Conference Center Project;

8.3.0.4 For any unlawful purpose;

8.3.0.5 Or allow any Person to operate in, on or about the Site any store or other facility which is a "sexually oriented business", "sexually oriented enterprise" or "adult entertainment" facility as such terms are defined in the City Codes in effect from time to time during the Term or similar business;

8.3.0.6 For the sale or display of any lewd, offensive or immoral sign or advertisement, including any sign or advertisement that promotes lewd, offensive or immoral activities, including sexually immoral activities;

8.3.0.7 For the sale of paraphernalia or other equipment or apparatus which is used primarily in connection with the taking or use of illegal drugs (or their equivalent);

8.3.0.8 For gun shows, animal shows, tatoo shows or as a shooting gallery, target range, vehicle repair facility, car wash facility, warehouse (but any area for the storage of goods intended to be sold at any permitted retail establishment within the Conference Center Project shall not be deemed to be a warehouse), convalescent care facility or mortuary, or use or permit it to be used for any assembly, manufacture, distillation, refining, smelting or other industrial or commercial or agricultural operation or use;

8.3.0.9 Other than portions inside the Conference Center, for storage;

8.3.0.10 In a manner which breaches the insurance covenants in Section 13 or which would make it impossible to obtain any required insurance at commercially feasible rates;

8.3.0.11 To engage in (or permit any subtenant or space tenants or other occupant of the Site to engage in) activities that either (i) unreasonably interfere with the use or occupancy of the Hotel Project or (ii) create dust, noise, traffic hazards or other effects that unreasonably disturb the use and enjoyment of the Hotel Project by the owner thereof, its guests, invitees or patrons or the general public;

8.3.0.12 To generate, manufacture, produce, store, treat or dispose of Contaminated Materials (other than the use, storage and disposal of Contaminated Materials customarily used, stored and/or disposed of in the operation and/or cleaning of conference centers and hotels, so long as such Contaminated Materials are used, stored and disposed of in compliance with all applicable Governmental Rules); and

8.3.0.13 In a manner that would in any way give any Governmental Authority legal grounds to revoke any license, permit or certificate affecting the Site or the Conference Center Project.

The provisions of this Section 8.3 shall inure to the benefit of, and be enforceable by Developer and its successors and assigns. No other Person, including any transient guest or patron of the Site or Conference Center Project shall have any right to enforce the prohibitions as to the Conference Center Prohibited Uses.

Exhibit E

Pre-Opening Services Agreement

(to be attached upon approval of all parties)

Exhibit F

Form of Interim Accounting Statement

(to be attached upon approval of all parties)

Exhibit G

Hotel Facility Down Times

EXHIBIT G

7.4.2 Down Times. Developer may temporarily cease to operate areas of the Hotel Project during the Term for, and only for, limited periods of down time ("Down Times") for the limited purpose of, and only for the limited purpose of, completing Additional Improvements or Capital Expenditures, provided that, during all Down Times Developer shall (a) use its commercially reasonable efforts to minimize the disruption of the operation of the other areas of the Project and the services, aesthetic appearances and public and guest access to and in the Project, (b) operate the Hotel Project in accordance with the Hotel Operating Standard and (c) comply in all respects, and perform all of its obligations under, the Room Blocking Agreement.

Exhibit G-1

Conference Center Facility Down Times

EXHIBIT G-1

8.4.2 Down Times. City may temporarily cease to operate areas of the Conference Center Project during the Term for, and only for, limited periods of down time ("Down Times") for the limited purpose of, and only for the limited purpose of, completing Additional Improvements or Capital Expenditures, provided that, during all Down Times City shall (a) use its commercially reasonable efforts to minimize the disruption of the operation of the other areas of the Project and the services, aesthetic appearances and public and guest access to and in the Project, (b) operate the Conference Center Project in accordance with the Conference Center Operating Standard and (c) comply in all respects, and perform all of its obligations under, the Booking Agreement.

Exhibit H

Hotel Facility Shutter Periods

EXHIBIT H

7.4.3 Shutter Periods. Developer may temporarily cease to operate all or substantially all of the Hotel Project during the Term in one or more of the following circumstances for the applicable period specified below ("Shutter Periods"), provided that Developer shall use its commercially reasonable efforts to minimize the duration of each such Shutter Period:

7.4.3.1 During the period following any fire or other casualty or condemnation or other exercise by a Governmental Authority of the power of eminent domain to the extent and only to the extent necessary in order to repair and restore the Hotel Project;

7.4.3.2 During any period of any Additional Improvements or Capital Expenditures; or

7.4.3.3 As a result of such other commercially reasonable interruptions as are incidental to the normal conduct of Developer's business after one hundred and eighty days (180) written notice by Developer to City specifying the reason(s) for such interruption and the maximum period of interruption.

Exhibit H-1

Conference Center Facility Shutter Periods

EXHIBIT H-1

8.4.3 Shutter Periods. City may temporarily cease to operate all or substantially all of the Conference Center Project during the Term in one or more of the following circumstances for the applicable period specified below ("Shutter Periods"), provided that City shall use its commercially reasonable efforts to minimize the duration of each such Shutter Period:

8.4.3.1 During the period following any fire or other casualty or condemnation or other exercise by a Governmental Authority of the power of eminent domain to the extent and only to the extent necessary in order to repair and restore the Conference Center Project;

8.4.3.2 During any period of any Additional Improvements or Capital Expenditures; or

8.4.3.3 As a result of such other commercially reasonable interruptions as are incidental to the normal conduct of City's business after one hundred and eighty (180) days written notice by City to Developer specifying the reason(s) for such interruption and the maximum period of interruption.

Exhibit I

**CRESTLINE HOTELS & RESORTS, INC.
PROPRIETARY MATERIALS**

- CHRI "STANDARD OPERATING PROCEDURES" BINDERS
- CHRI STANDARD CHART OF ACCOUNT & FINANCIAL STATEMENT LAYOUTS
- STANDARD CHRI CONFIGURATIONS OF: (a) KRONOS TIMEKEEPING SYSTEM; (b) ADP HORIZON SYSTEM
- CHRI DEVELOPED SPREADSHEETS IN EXCEL AND LOTUS
- CHRI STANDARD REPORTS AND FORMATS
- CHRI STANDARD COMPUTER SYSTEM INVENTORY SYSTEM
- CHRI PHONE AND OTHER HOTEL LISTS
- PERSONAL PROPERTY OF CHRI EMPLOYEES
- PERSONNEL FILES OF CHRI EMPLOYEES
- CHRI INTERNAL MEMORANDUMS AND CORRESPONDENCE
- CHRI BENEFIT PLANS